#### United States Bankruptcy Court, Northern District of California

Fill in this information to identify the case (Select only one Debtor per claim form):
PG&E Corporation (19-30088)
⊠ Pacific Gas and Electric Company (19-30089)

## Official Form 410

# **Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Unless an exception in the Bar Date Order applies to you, you should not use this form to submit a claim that arises out of or relates to the fires that occurred in Northern California prior to January 29, 2019.

ŀ	Part 1: Identify the C	laim	·			
1.	Who is the current creditor?	North American Fence & Railing, Inc.  Name of the current creditor (the person or entity to be paid for this cla  Other names the creditor used with the debtor	•			
2.	Has this claim been acquired from someone else?	✓ No ☐ Yes. From whom?				
	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?  North American Fence & Railing, Inc. c/o Rogers Joseph O'Donnell Attn: Aaron P. Silberman, Lauren B. Kramer 311 California Street San Francisco, CA 94104	Where should r different)	ayments to the	e creditor be	e sent? (if
AND THE PROPERTY OF THE PROPER		Contact phone	Contact phone			
4.	Does this claim amend one already filed?	✓ No  Yes. Claim number on court claims registry (if known)	<u> </u>	Filed on	MM / DD	/ YYYY
5.	Do you know if anyone else has filed a proof of claim for this claim?	✓ No ☐ Yes. Who made the earlier filing?				

**Proof of Claim** Official Form 410 

Filed: 10/17/19

6. Do you have any number you use to identify the debtor?	✓ No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:
7. How much is the claim?	\$ 54,916.00  Does this amount include interest or other charges?  No  Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  Limit disclosing information that is entitled to privacy, such as health care information.  Contract for labor, services, equipment, and/or materials for construction and improvement of projects on real property; mechanic's lien
9. Is all or part of the claim secured?	No  Yes. The claim is secured by a lien on property.  Nature of property:  Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim  Attachment (Official Form 410-A) with this Proof of Claim.  Motor vehicle  Other. Describe:  Real property
	Basis for perfection:  Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  Value of property:  \$\textstyle{\textstyl
	Amount of the claim that is unsecured: \$(The sum of the secured and unsecured amounts should match the amount in line 7.)  Amount necessary to cure any default as of the date of the petition: \$
	Annual Interest Rate (when case was filed)%  Fixed  Variable
10. Is this claim based on a lease?	✓ No  Yes. Amount necessary to cure any default as of the date of the petition.  \$
11. Is this claim subject to a right of setoff?	✓ No  Yes. Identify the property:

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12. Is all or part of the claim	☑ No				AN ARRAM MELIANDIAN PERMITTENAN PERMITTENA	
entitled to priority under 11 U.S.C. § 507(a)?	Yes, Check	one:				Amount entitled to priority
A claim may be partly priority and partly	Domest 11 U.S.	ic support obligations (includin C. § 507(a)(1)(A) or (a)(1)(B).	g alimony and child	support) unde	er .	\$
nonpriority. For example, in some categories, the law limits the amount		2,850 of deposits toward purch al, family, or household use. 11			r services for	\$
entitled to priority.	bankrup	salaries, or commissions (up totage) salaries, or commissions (up totage) to get the debto (C. § 507(a)(4).				\$
		or penalties owed to governmen	ntal units. 11 U.S.C.	§ 507(a)(8).		\$
	☐ Contribu	utions to an employee benefit p	olan. 11 U.S.C. § 50	7(a)(5).		\$
	Other, S	Specify subsection of 11 U.S.C	. § 507(a)( )	that applies.		. \$
		are subject to adjustment on 4/01/1		er that for case	s begun on or afte	er the date of adjustment.
	S worker's Anti-Monte, and Service Statistics (1111) and 1111 Antiques when the office of the			gaga bili (Add I hadina a abun gaargi kapita 1944 Perinta 1941 Vertus 196 Per	CONTROL OF SUPERIOR AND AN ARRANGE AND ARR	
Part 3: Sign Below						
The person completing	Check the appro	ppriate box:				
this proof of claim must sign and date it.	☐ I am the cre	editor.				
FRBP 9011(b).	_	editor's attorney or authorized a	-	•	*	
If you file this claim electronically, FRBP		stee, or the debtor, or their aut	· ·			
5005(a)(2) authorizes courts	•	antor, surety, endorser, or other				
to establish local rules specifying what a signature is.  I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculated amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.  I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct.					that when calculating the ebt.	
					rmation is true	
fraudulent claim could be fined up to \$500,000,		penalty of perjury that the foreg	oing is true and con	ect.		
imprisoned for up to 5 years, or both.	Executed on dat	e 10/17/19 (mm/	dd/yyyy)			
18 U.S.C. §§ 152, 157, and 3571.		<u> </u>				
•	( Mo es	n. 1P La 200	2lus-			
	Signature					
	Print the name	of the person who is comple	ting and signing th	is claim:		
		A			4	
	Name	Aaron P. Silberman	Middle name		Last name	
	Title	Attorney				· ·
		Rogers Joseph O'Donn	ell			
	Company	Identify the corporate servicer as		thorized agent i	s a servicer.	
	Address	311 California Street, 1	Oth Floor			
		Number Street		ė.		
		San Francisco		CA	94104	
		City (44E) 0EC 2020		State	ZIP Code	un @rio oom
	0 1 1 1	(415) 956-2828		Email	asiiderma	ın@rjo.com

## **Instructions for Proof of Claim**

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

#### How to fill out this form

- Fill in all of the information about the claim as of January 29, 2019.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.

  Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)
  - Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.
- A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name of the child's parent or guardian. For example, write A.B., a minor child (John Doe, parent). See Bankruptcy Rule 9037.

#### Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <a href="https://restructuring.primeclerk.com/pge">https://restructuring.primeclerk.com/pge</a>.

#### Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.

11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Creditor:** A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

**Debtor:** A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

**Evidence of perfection:** Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

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Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

**Proof of claim:** A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

**Setoff:** Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

#### Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

#### Please send completed Proof(s) of Claim to:

#### If by first class mail:

PG&E Corporation Claims Processing Center c/o Prime Clerk LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850

#### If by overnight courier or hand delivery:

PG&E Corporation Claims Processing Center c/o Prime Clerk LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

You may also hand deliver your completed Proof(s) of Claim to any of the following service center offices (beginning July 15, 2019 through the Bar Date (October 21, 2019) during the hours of 8:30 a.m. – 5:00 p.m. Prevailing Pacific Time):

Chico Service Center 350 Salem Street Chico, CA 95928

Marysville Service Center 231 "D" Street Marysville, CA 95901

Napa Service Center 1850 Soscol Ave. Ste 105 Napa, CA 94559

Oroville Service Center 1567 Huntoon Street Oroville, CA 95965

Redding Service Center 3600 Meadow View Road Redding, CA 96002

Santa Rosa Service Center 111 Stony Circle Santa Rosa, CA 95401

Photocopy machines will not be available at the Claim Service Centers; you must bring a photocopy of your claim if you wish to receive a date-stamped copy.

Do not file these instructions with your form

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-		
1 2	ROGERS JOSEPH O'DONNELL Aaron P. Silberman (State Bar No. 161021)	
3	asilberman@rjo.com Lauren B. Kramer (State Bar No. 259821)	
	lkramer@rjo.com Emily A. Wieser (State Bar No. 311315)	
4	ewieser@rjo.com 311 California Street	
5	San Francisco, California 94104 Telephone: 415.956.2828	
6	Facsimile: 415.956.6457	
8	Attorneys for NORTH AMERICAN FENCE & RAILING, INC.	
9		
10	UNITED STATES	BANKRUPTCY COURT
11	NORTHERN DIST	RICT OF CALIFORNIA
12	SAN FRAN	CISCO DIVISION
13		
14	In re	Case No. 19-30088 DM (Lead Case)
15	PG&E CORPORATION,	(Jointly Administered with Case No. 19-30089 DM)
16	and	Chapter 11
17	PACIFIC GAS AND ELECTRIC COMPANY	NOTICE OF CONTINUED
18 19	Debtors.	PERFECTION OF MECHANICS LIEN PURSUANT TO 11 U.S.C. § 546(b)(2)
20	☐ Affects PG&E Corporation	-
21		
22	Affects Pacific Gas and Electric     Company	
23	☐ Affects both Debtors.	
24	* All papers shall be filed in the	
25	Lead Case No. 19-30088 DM.	
26		→
27	North American Fence & Rai	ling, Inc. ("NAFR"), by and through its
	·	continued perfection of its mechanics lien under
28	undersigned counser, hereby gives house or	Page 1
_		suant to 11 U.S.C. § 546(b)(2) - Case No. 19-30088 DM
	19-30088 Doc# 3459 Filed: 08/08/19 19-30088 Doc# 4258 Filed: 10/17/19	Entered: 08/08/19 10:57:02 Page 1 of 497761.1 Entered: 10/17/19 16:04:16 Page 6 of
	34	

11 U.S.C. § 546(b)(2), as follows:

- 1. NAFR is a corporation that has provided and delivered labor, services, equipment, and/or materials for the construction and improvement of projects on real property located in the County of San Mateo, State of California (the "Property") and owned by PG&E Corporation and/or Pacific Gas and Electric Company (collectively, the "Debtors").
- 2. Through May 13, 2019, the amount owing to NAFR is at least \$54,916.00.
- 3. NAFR properly perfected its mechanics lien under California Civil Code §§ 8400, et seq., by timely recording its mechanics lien ("Claim of Lien") in the Official Records of San Mateo County, State of California, as more fully described in its Claim of Lien, a true and correct copy of which is attached hereto as Exhibit A.
- 4. Pursuant to California Civil Code § 8400, an action to enforce a lien must be commenced within 90 days after recordation of the claim of lien. However, due to the automatic stay set forth in 11 U.S.C. § 362, NAFR is precluded from filing a state court action to enforce its mechanics lien. 11 U.S.C. § 546(b)(2) provides that, when applicable law requires seizure of property or commencement of an action to perfect, maintain, or continue the perfection of an interest in property, and the property has not been seized or an action has not been commenced before the bankruptcy petition date, then the claimant shall instead give notice within the time fixed by law for seizing property or commencing an action. See 11 U.S.C. § 546(b)(2); *In re Baldwin Builders*, 232 B.R. 406 (9th Cir. 1999).
- 5. Accordingly, NAFR hereby provides notice of its rights as a perfected lienholder in the Property pursuant to California's mechanics lien law. NAFR is filing and serving this notice to preserve, perfect, maintain, and continue the perfection of its lien and its rights in the Property to comply with the requirements of California state law, 11 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice constitutes the legal equivalent of having commenced an action to foreclose the lien in the proper court. By this notice, the Debtors and other parties in interest are estopped from claiming that the

Page 2

Page 3

# **EXHIBIT A**

Case: 19-30088 Doc# 3459 Case: 19-30088 Doc# 4258

Filed: 10/17/19 Entered: 10/17/19 16:04:16 Page 9 of 34

RECORDING REQUESTED BY:
North American Fence & Railing, Inc.

AND WHEN RECORDED MAIL TO: North American Fence & Railing, Inc.

515 23rd Avenue Oakland, CA 94606

### 2019-037568

12:36 pm 05/20/19 MLL Fee: 102.00 Count of Pages 2 Recorded in Official Records County of San Mateo Mark Church



SPACE ABOVE THIS LINE FOR RECORDER'S USE -

## **MECHANICS LIEN**

The undersigned claimant, North American Fence & Railing, Inc., 515 23rd Avenue, Oakland, CA 94606, claims a lien for labor, services, equipment, and/or materials under California Civil Code Section 8416 et seq., upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

The labor, services, equipment, and/or materials, were furnished for the construction of those buildings, improvements, or structures, now upon that certain parcel of land situated in the County of San Mateo, State of California, said land described as follows: 3150 Geneva Avenue, (Daly City), Brisbane, CA.

The sum of \$54,916.00 together with interest thereon at the rate of 0.00 percent per annum from May 13, 2019, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: Chain link fences.

Claimant furnished the work and/or materials at the request of, or under contract with: Turner Construction Company, 300 Frank H. Ogawa Plaza, #150, Oakland, CA 94612.

The owner(s) or reputed owner(s) of the property are: Pacific Gas and Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

Firm Name: North American Fence & Railing, Inc.

By: Naomi Samuela / Authorized Agent

#### **VERIFICATION**

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanics lien: I have read said claim of mechanics lien and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 13, 2019, at San Diego, California

Firm Name: North American Fence & Railing, Inc.

Naomi Samuela / Authorized Agent

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# PROOF OF SERVICE AFFIDAVIT DECLARATION OF SERVICE BY MAIL

California Civil Code Section 8416 (a)(7) & (c)(1)

I, Naomi Samuela, as Lien Preparer, declare that we, Construction Notice Services, Inc., served copies of this Mechanics Lien and Notice of Mechanics Lien on 3150 Geneva Avenue, (Daly City), Brisbane, CA by first class certified mail, postage prepaid, on May 13, 2019, at the San Diego/Mira Mesa California Post Office.

Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), Pacific Gas and Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on May 13, 2019, at San Diego, California.

Firm Name: North American Fence & Railing,

Inc.

Naomi Samuela / Authorized Agent

(69593)

# NOTICE OF MECHANICS LIEN ATTENTION!

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. The legal action must be filed with the court no later than 90 days after the date the mechanic's lien is recorded.

The party identified in the mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT <a href="https://www.csib.ca.gov">www.csib.ca.gov</a>.

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North American Fence & Railing

515 23rd. Avenue

Oakland, CA 94606-0000

(510) 436-0755 Fax (510) 534-5405

**CUSTOMER #: 00043** 

INVOICE #: 4974

**INVOICE DATE: 01/24/19** 

**DUE DATE: 02/23/19** 

**BILL TO:** 

TURNER CONSTRUCTION COMPANY 300 FRANK H. OGAWA PLAZA SUITE 510

OAKLAND, CA 94612

P.O./Project # 4700109422

JOB: 188046

TURNER CONSTRUCTION

PG&E WAREHOUSES

BRISBANE, CA

DESCRIPTION	QUANTITY	PRICE	AMOUNT	
	GO AND AND THE CONTRACT OF THE PROPERTY OF THE CONTRACT OF THE		54.916.00	
		SUBTOTAL:	54,916.00	
	Li	ESS RETENTION:	-5,491,60	
		NET DUE:	49,424,40	

Thank you for your business!

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# INDEX PO INVOICES - 10.0 % RET

PO Number: 4700109422

the Contract Documents, that all amounts have been paid by the Contractor for Work for which in accordance with the Contract Documents, based on on-site observations and the data comprising his application, the Architect certifies to the Owner that to the best of the Architect's knowledge. information and belief the Work has progressed as indicated, the quality of the Work is in to payment of the The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with previous Certificates for Payment were issued and payments received from the Owner, and that Application and on the Continuation Sheet that are changed to conform with the annunt certified) AMOUNT CERTIFIED \$ 49,424.40
Cutuch explanation if amount certified differs from the amount applied, tritial all figures on this Distribution OWNER CONTRACTOR OTHER P FELD ARCHITECT December 04, 2018 accordance with the Contract Documents, and the Contractor is entitled Reference Number: 5P-11302018 CONTRACT FOR:4700109422 - Fencing & Gales ARCHITECT'S CERTIFICATE FOR PAYMENT Date: Document Date: 12/04/18 Header Text: 11/2018 Amount: \$54,916.00 CONTRACTOR: North American Fence & Railing Inc. PROJECT NOS: 300451-180027 County of: CONTRACT DATE: 08/30/18 PERIOD TO: 11/30/18 APPLICATION NO: 2 current payment shown herein is now due. Subscribed and sworn to before me this AMOUNT CERTIFIED. Kira Comini My Commission expires: ARCHITECT: Notary Public: AIA Document G702<sup>TM</sup>-Application is made for payment, as shown below; in connection with the Contract. Continuation 50,00 DEDUCTIONS 29,107.00 53,595.00 11,200.10 49,424.40 124,488.50 112,001.00 00,800,90 51,376.50 0.00 52,734.10 11,200.10 PG&E Warehouses Brisbane 3150 Geneva Avenue Brsbane, California 94005 VIA ARCHITECT: W CONTRACTOR'S APPLICATION FOR PAYMENT ABBITTONS PROJECT: Total Retainage (Lines 5a + 5b or Total in Column | of G703) 4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) Application and Certificate for Payment Total changes appraved in previous months by Osmer 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 9. BALANCE TO FINISH, INCLUDING RETAINAGE Sheet, MA Document G703, is attached. 3. CONTRACT SUM TO DATE (Line 1+2) (Calumn D + E on G783) CILLNOE ORDER SUNDAMIN 6. TOTAL EARNED LESS RETAINAGE (Line 6 from prior Certificate) a. 10.0% of Completed Work b. 0.0% of Stored Material Column F on G783) Net change by Change Orders ... (Line 4 Less Line 5 Total) Total approved this Nouth Yorth American Fence & Railing Inc. 1. ORIGINAL CONTRACT SUM San Francisco, California 94104 311 California Street, Suite 450 8. CURRENT PAYMENT DUE. FROM CONTRACTOR: (Line 3 less Line 6) Furner Construction (SFO) Dakland, California 94505 TO OWNER: 5. RETAINAGE:

named lecrein. Issuance, payment and acceptance of payment are without prejudice to any rights of This Certificate is not negotiable. The AMOUNT CENTIFIED is payable only to the Contractor Date: he Owner or Contractor under this Contract. ä 50.08 \$ 29,167,00

50.00

529,167,00 \$29,107.00

TOTALS

NET CHANGES by Change Order

the proceeded on the maximum events presided maken the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA U. S. Copyright Law and becombined Oranics. Underbured reproduction or destribution of this AIA S. Document, or any premion of the case private privates, AIA Document G70274 - 1992. Copyright © 1953, 1965, 1965, 1978, 1978, 1978 and 1992 by The American Institute of Architects. All rights reserved, WARNING, This AIAS, Dreument is Contenct Documents, e-mail. The American Institute of Architects' legal counsel, copyright@aia.org

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Continuation Sheet (page 2)

APPLICATION NO.: 5
APPLICATION DATE: 11/19/18
PERIOD TO: 11/30/18
ARCHITECT'S PROJECT NO: 300451-180027

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			NORK COMPLETED	MPLETED	S. 18. 18. 18. 18. 18. 18. 18. 18. 18. 18	100			
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	CRIND TOTAL	5151,595.011	S57,0X5.(R)	\$54.916.00	80.08	51, 51, 51	9	8877657375	\$11.289.10

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# SUBCONTRACT WORK ORDER

Tur	ner Construction Company			
Noi	ocontractor: th American Fence & Railing, Inc 23rd Avenue	Office: Bay Area		ate: 8/30/2018
	kland, CA, 94606-5306	Contract: PG&E Warehouses, Bris	bane	Project Number: 180027
		Subcontract Work: Fencing & Gates	Sub# 1002608	Work Order# 4700109422
The (SV	e terms and conditions of the Master Subcontract date VO) with the exception of those modifications listed be	d <u>05/24/2016</u> shall govern thi low:	s Subcont	ract Work Order
1.	Project: PG&E Warehouses, Brisbane			
2.	Premises: 3150 Geneva Avenue, Brisbane, CA,	94005		
3.	Architect:			
4.	Owner: PG&E Corporation			
5.	Date of General Contract: 09/04/2017			
6.	Overhead Markup: See formula for Changes			
7.	Profit Markup: <u>See formula for Changes</u>			
8.	Reserve applicable to this SWO is as follows: 10.00	9%		
9.	All invoices are to be identified to the above reference submitted to <u>Turner Construction Company</u> , located	ed SWO Number. Invoices ar ed at <u>300 Frank</u> H.Ogawa PIz	e to be <u>, <b>Ste 510</b>,</u>	Oakland, <u>CA</u> , <u>94612</u>
10.	Insurance Requirements	•		
	1. Worker's Compensation in accordance with La	aws of the State in which the V	Vork is situ	uated.
	2. General Liability: \$ 2,000,000.00 / combined General Aggregate: \$ 2,000,000.00	ned single limit.		
	X Subcontractor Election A). The above insurar selected by the Subcontractor .  or  Subcontractor Election B). The above insurance.	ce coverages shall be provided	d through a	a consolidated
2	insurance program (CCIP) arranged by <b>Turner Cons</b> Payroll") warranted by Subcontractor as accurate for enrolled Lower Tiers.	struction Company. \$ calculation of Insurance Prem	_(The "Es ium for St	stimated Unburdened ubcontractor and
4	Subcontractor Election B, Sub-Part E arranged by <b>Turner Construction Compa</b> Lower Tier Subcontractors. \$ Subcontractor as accurate for calculation or	iny. Subcontractor is an Exclu (The "Estimated Unbu f Insurance Premium for enroll	ded Prime rdened Pa led Lower	e Tier with Enrolled ayroll") warranted by Tiers.
	Subcontractor Election C). The above insurant Insurance Program (OCIP.)	ce coverages shall be provide	d through	an Owner Controlled

3. Automobile Liability : \$ 1,000,000.00 / per accident

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- 4. Additional Insured: TURNER CONSTRUCTION COMPANY, PACIFIC GAS AND ELECTRIC COMPANY (PG&E), ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES...
- 11. 100% Payment & Performance Bonds (Y/N): No
  - A. If a Payment and Performance Bond is required by this SWO, Subcontractor and its surety hereby agree to execute and deliver to Turner in connection with the issuance of Change Orders under this SWO, Rider "A" amendments increasing the amount (penal sum) of the performance and payment bonds when Subcontractor is requested by Turner to do so. The reasonable premiums or other charges paid by Subcontractor for the procurement of the Rider "A" amendment requested by Turner will be paid as a part of the Change Order.
- 12. SWO Amount: \$ 124,488.00
- 13. Additional Provisions: See 2A and 16A

North American Fence & Railing, Inc

F8B24A60D7C540F...

President 9/25/2018

Turner Construction Company

Schris Parker

AB14F96husia3Parker

Procurement Manager

9/27/2018

JM (

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FENCING & GATES

DATE: 08/30/18

#### ADDITIONAL PROVISIONS

1.	The Subcontract Price is comprised	d of the following:

Base Bid – Fencing & Gates		•	\$ 124,488.00
<b>Total Subcontract Price</b>			\$ 124,488.00

- 2. <u>Payment and Performance Bonds</u> in accordance with Article XXIV and Attachment B of this Subcontract will NOT be required.
- 3. <u>Alternates:</u> The Subcontractor will provide the following Alternate Prices to be used for changes in the Work as directed by Turner. The alternate Prices listed below include all material, labor, fringes, taxes, overhead, profit and bond costs (if applicable). The inclusion of these Alternate Prices here does not obligate Turner to award the indicated work to the Subcontractor, however if such an award is made it will be done in accordance with these Alternate Prices and Article IX of the Subcontract.

AP1	N/A	ADD/DEDUCT	\$ LS
AP2	N/A		\$
AP3	N/A		\$
AP4	N/A		\$

- 4. <u>Unit Prices:</u> The Subcontractor will provide the following Unit Prices to be used for changes in the Work as directed by Turner. The unit prices listed below include all material, labor, fringes, taxes, insurance, overhead, and profit. The inclusion of these Unit Prices here does not obligate Turner to award the indicated work to the Subcontractor, however if such an award is made it will be done in accordance with these Unit Prices, the "Formula for Changes" and Article IX of the Subcontract. **NOT USED AT THIS TIME**
- 5. <u>Labor Rates:</u> The Subcontractor will provide labor rates at an appropriate time to Turner Construction Company Labor rates shall be verified by project team as necessary for work performed in accordance with Article IX of the Subcontract. The rates shall include onsite workman's compensation, general liability and exclude overhead and profit: **NOT USED AT THIS TIME**
- 6. <u>Preliminary Schedule:</u> All work will be performed in accordance with Turner Construction Project Schedule.
- 7. Subcontractor is responsible for builders risk insurance deductibles if the cause of the deductible is their responsibility.
- 8. Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Textura payment management system proscribed by Contractor. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the Textura payment management system. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders.

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**FENCING & GATES** 

# DATE: 08/30/18

#### ADDITIONAL PROVISIONS

1. The Work shall be performed in accordance with the following Drawings, Specifications and Correspondence:

DRAWINGS: Item No. 03 Attachment A, Drawing List Dated 08/13/18

SPECIFICATIONS: The Subcontractor is responsible for the Work as referenced in the entire set of Specifications published for the Project, specifically including

**General Conditions** 

Division 1 - General Requirements

CORRESPONDENCE ATTACHED TO CONTRACT:

Item No. 11 - Turner's Attachment D - Insurance Requirements dated 6/19/2017

Item No. 06 – PGE – Newark Warehouse Project Schedule dated 08/14/18 (Run Date)

Item No. 04 - Turner's Attachment B 5 - Scope of Work dated 08/29/18

CORRESPONDENCE FOUND ONLINE (LINK): https://www.dropbox.com/sh/rw2kfaq3qncp36y/AAD8cTx8WQmMMIyBCQis8Vf2a?dl=0

Item No. 04 - Turner's Attachment B 1-4 - General Scope of Work dated 6/14/2017

Item No. 05 - Bid Form

Item No. 05.1 - Non Collusion Affidavit (for Public Work Only)

Item No. 05.2 - Sub Listing Form - Public Work Only

Item No. 07 - Turner Contract Form 36 CA

Item No. 10 Turner's Attachment C - Additional Provisions for Design Build Subcontractors dated 6/19/2017

Item No. 11 - Turner's Attachment D - Insurance Requirements dated 6/19/2017

Item No. 12 - Turner's Attachment F - Public Works Addendum

Item No. 13 - Turner's Formula for Changes dated 6/19/2017

Item No. 14A - Payment Bond Form

Item No. 14B - Performance Bond Form

Item No. 15 - Turner's Subcontractor Procedures Manual dated 6/19/2017

Item No. 16A - Norcal Environmental Health and Safety Requirements dated 2017

Item No. 17 - Turner's Construction Waste Management Plan dated 6/19/2017

Item No. 18 - SB854FactSheet\_6.30.2014

Item No. 19.1 – Turner Accelerated Payment Program Sub Communication

Item No. 19.2 – Accelerated Payment Program Rider California Version

Item No. 20 - EEO Policy

Item No. 21 - Policy against Harassment

PGE – ERTC Newark Greater Bay Area Earthquake Emergency Restoration

PGE - Project Environment Review Newark

PGE – Small Area Substation Construction A-ESCP ETIC Rev12.29.10

PGE - Stockpile A-ESCP\_2017\_03

PGE - Exhibit 1A Diversity Statement dated 8.14.11

PGE - Exhibit 8 and 8A - NERC Requirements 4.2016

PGE - Good Housekeeping A-ESCP-Feb 2013

PGE - ISN FAQ's 07.11.2017

PGE - Supplier Code of Conduct

PGE - Contractor Safety Program Requirements

PGE - Newark Warehouse Project 12.01.017

Fremont - Waste Handling Plan

2. The Subcontractor acknowledges that Turner is signatory to collective bargaining agreement with **the Carpenters 46 Northern California Counties Conference Board**. Subcontractor and all lower tier subcontractors performing work covered by Turner's Carpenter Agreement will do so under the terms of said agreement and, if performing such work with its own forces, shall become signatory to the applicable Carpenters Agreement as a condition for performing the work.

The Subcontractor acknowledges that Turner is signatory to collective bargaining agreement with the **Northern California District Council of Laborers.** The Subcontractor shall perform all work covered by Turner's Laborers Agreement in accordance with all terms and conditions of said agreement, including the payment of wages and fringe benefits.

Subcontractor acknowledges that terms and conditions of the labor agreements with the unions identified above, may require that Subcontractor comply with additional labor agreements with unions affiliated with the AFL-CIO but not listed herein. When the terms and conditions of the noted labor agreements so require, Subcontractor shall perform its jobsite work pursuant to all terms and conditions of an appropriate labor agreement with a union affiliated with the AFL-CIO.

16A

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DocuSign Envelope ID: 833133F6-D459-41C8-A8AC-0BFA94F5AF32 PG&E (EER) WAREHOUSES BRISBANE BRISBANE, CA TURNER PROJECT # 180027

**FENCING & GATES** 

DATE: 08/30/18

#### ADDITIONAL PROVISIONS

Should there be picketing on Turner's jobsite and Turner establishes a reserve gate for the Subcontractor's purpose, it shall be the obligation of Subcontractor to continue the proper performance of its work without interruption or delay. Should Turner, at its sole discretion, establish a reserve gate system on the project, the Subcontractor warrants that its employees and suppliers will use the reserved gate(s) designated for their use by Turner. Failure to perform in accordance with this provision shall constitute a material breach of the Subcontract.

Subcontractor further promises and agrees that it will bind and require all of its subcontractors and their subcontractors performing jobsite work of the type covered by any of the labor agreements referenced above to agree to all of the foregoing promises and undertakings, to the same effect as herein provided with respect to Subcontractor.

16B

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PG&E Brisbane Warehouses Turner Project #180027 Fencing and Gates 08/29/18 Item No. 04

#### Attachment B - Scope of Work

#### 5.0 SCOPE OF WORK: Fencing and Gates

- General Scope of Work: The Work of this Agreement shall include but shall not be limited to the engineering, design, supervision, labor, equipment, tools, material, supplies, incidentals, scaffolding, cranes, operations and activities required by the Contract Documents or reasonably inferable by Subcontractor as necessary to produce the results intended by the Contract Documents. Work will be performed in a safe, expeditious, orderly, and workmanlike manner, in the best manner known to each respective trade, in compliance with all applicable codes and as permitted by all Authorities Having Jurisdiction (AHJ).
- b. **Specific Contract Documents**: This Scope of Work includes <u>ALL</u> work within the following Specification Sections.

Spec Section	Description
Division 32	Exterior Improvements

c. The Specification Sections listed below contain specific work that is included as related to the scope of Work in this bid package. Other Sections may apply and the Subcontractor shall review all Specification Sections accordingly for work required to provide a complete system, and for coordination with other work.

Description	
Concrete	
	****
, , ,	

- d. The specific and standard inclusions listed below are intended to clarify and shall not limit in any way the responsibility for the Work included in the Specification Sections above.
- e. Certain aspects and/or components of Subcontractor's work may be performance-based (e.g. the work shall be engineered by Subcontractor or Subcontractor's engineer to perform in accordance with the Contract Documents where indicated). If this is the case, Subcontractor shall engineer/design all components and connections as required to install the Work in accordance with manufacturer's warranty provisions. Components not shown on the Contract Documents, and required to effect completion of the Work, are included in

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PG&E Brisbane Warehouses Turner Project #180027 Fencing and Gates 08/29/18 Item No. 04

#### Attachment B - Scope of Work

Subcontractor's scope. Subcontractor shall submit said components for Architect's review and coordination with contiguous work.

f. CONTRACT TYPE: This bid package will be under the award of a **Plan and Specification** subcontract. This is a **lump sum** contract.

#### 5.1 SPECIFIC INCLUSIONS:

- a. Provide Fencing and Gates as noted in the Contract Documents, including items that are not necessarily shown on the contract drawings but are required for installation of a complete system. If there are incomplete details for this scope of work, please bring to Turner's attention for clarification. Scope of work includes fencing and gates and all accessories as per the contract drawings or (includes decorative fencing and gates, chain link fencing and gates, barbed wire, etc.)
- b. Provide for multiple deliveries to support just-in-time deliveries per the project schedule.
- c. Provide all fencing, gates and hardware indicated in the contract drawings and described within the specifications. This includes any incidental work not shown or specified to provide the complete system, including, but not limited to structural supports and guide rails.
- d. Provide excavation and concrete for all fence footings. Includes guide track concrete. Provide sleeves and posts as required. Off-haul all spoils.
- e. Any work involving removal or handling of hazardous or contaminated soil is excluded.
- f. Includes installation of knox boxes furnished by Turner.
- g. Protect adjacent work. All areas adjacent to work shall be left in same condition as received, +/- 0.10' to top of subgrade.
- h. Where fencing occurs at mow strip, asphalts or sidewalks, include cost to install post out of sequence from fencing. Include coordination cost with other trades.
- i. Provide sleeves and embeds for fencing and gates. Include layout and coordination with other trades.
- j. Provide any cutting, disposal and patch back of asphalt or concrete if required.
- k. Provide V-track for rolling gates embedded in concrete.
- I. Field measure prior to shop drawings or fabrication. Layout included for this scope of work.
- m. Include multiple move-ins as areas become ready.

#### 5.2 STANDARD INCLUSIONS:

- a. As it relates to this scope of work, wherever the Contract Documents refer to CM, CM at Risk, Construction Manager at Risk, or Contractor, it is in reference to the Subcontractor performing this scope of work.
- b. The Subcontractor has thoroughly reviewed the construction documents and acknowledges that care and coordination will be required to coordinate the work with all other trades. No additional cost shall be claimed by or paid to the Subcontractor for reasonable and normal adjustments resulting from the coordination of its work with that of other trades. Reasonable and normal shall be as determined by Turner Construction.
- c. No additional cost shall be claimed or paid for elements not sized on the drawings so long as the eventual sizing is reasonable for the design as intended.

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PG&E Brisbane Warehouses Turner Project #180027 Fencing and Gates 08/29/18 Item No. 04

#### Attachment B - Scope of Work

- d. If there is an inconsistency in the work shown on the contract documents, i.e. civil/architectural vs. that shown on the details, assume the drawing showing the greater scope of work to be correct.
- e. Provide work in full compliance with the requirements of this Subcontract, the Contract Documents, all applicable codes, and with any agency having jurisdiction over the work. In the event of a conflict, the more stringent requirement or higher level of quality shall be provided by Subcontractor at no additional cost.
- f. It is the Subcontractor's responsibility to address any questions for items shown on the contract drawings, reports, and specifications prior to bid. Any questions regarding the designs as shown on the contract documents, asked after the awarding of a contract, will be the responsibility of the Subcontractor.
- g. The subcontractor has visited the project site, is aware of the conditions at and adjacent to the site, and is fully familiar with all of the Contract Documents. Additionally the Subcontractor agrees that it has satisfied itself as to what the Subcontractor anticipates will be the character, quality, and quantity of surface and subsurface materials or obstacles that may be encountered during the performance of this Subcontract at the Project Site.
- h. All pricing provided by this Subcontractor is valid for the duration of construction and is not subject to material or labor escalation.
- i. All excavated slopes shall be maintained and protected in accordance with the Contract Documents, OSHA standards, and any other jurisdictional authority.
- All equipment on site shall meet City, County and local air emission standards.
- k. Subcontractor shall take necessary precautions during fueling, greasing, or minor repairs of on-site equipment to ensure no chemicals or materials contaminate soils.
- I. This Subcontractor shall provide all layout, and field engineering required for the performance of this work, including protection of reference points and replacement of such points that are lost or damaged during the execution of this work.
- m. Obtain approval by Structural Engineer of Record prior to making any penetrations or modifications of structural building components. All work to make penetrations required for this system is by this Subcontractor.
- n. Subcontractor is responsible for repairing any damages caused by their crews and equipment. All requirements and services identified in the Subcontractor Procedures Manual are part of these documents (permits, labor, EEO, temporary power, temporary water, storage, line and grade, hoists, safety, etc.).
- o. Shop drawings are to provide detailed information to the reviewer that materials and installation will conform to the project design. Shop drawings are to include adequate placing information including key plans, plan views, sections, elevations, dimensions, clearances, and other details as required for the proper installation of all materials. Coordinate shop drawings and details with Turner's project schedule & work sequencing.
- p. Furnish any templates required for installation of work.
- q. Coordinate with all other trades as required for special locations and point of connections for this scope of work.
- r. Coordinate all deliveries with the Turner Superintendent and comply with local governing agencies regarding delivery times and routes.
- s. Include off-hours stocking if required by Turner.

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PG&E Brisbane Warehouses Turner Project #180027 Fencing and Gates 08/29/18 Item No. 04

#### Attachment B - Scope of Work

- t. Provide (furnish and install, typical) all material deliveries bundled, tagged, and sequenced for off-loading to match project schedule and sequencing as provided by Turner.
- u. All material tags are to be of a permanent nature that will weather job site conditions.
- v. Provide unloading and hoisting of own materials as required.
- w. Required to maintain a 'B' rating or better in ISNetworld throughout the duration of the project. Should contractor score drop below 'B' rating, subcontractor is responsible for any impacts to schedule or work.
- x. Adhere to the project's Stormwater Pollution Prevention Plan (SWPPP).
- y. Adhere to Turner Environmental Health and Safety Plan (EHASP).
- z. Complete Tuner onsite safety orientation.

#### 5.3 EXCLUSIONS:

- a. Permits
- b. Testing & Inspections except for re-testing due to failures.
- c. Hand digging of footing excavations.

#### 5.4 UNIT PRICES:

The Subcontractor will provide the following unit prices in accordance with 5a - c for work performed in accordance with Article IX of the Subcontract. The rates are **inclusive** of labor, fringe benefits, materials, tools, equipment, plant, supplies, samples, shop drawings, layout, handling, storage, hoisting, distribution, protection, transportation, supervision, contributions, coordination, compliance with all requirements of any applicable governmental agency, overhead and profit, **exclusive** of all onsite insurance if project insurance is a CCIP or OCIP or **inclusive** of all onsite insurance if not a CCIP or OCIP, and shall be valid for the duration of the project. Subcontractor shall accept the unit prices for changes to the Work as noted in Subcontractor's completed bid form. Provide unit prices on the Bid Package Bid Form. Provide unit pricing for adding or deducting whole units of work. Any changes to the Contract Sum will be based on the net amount of adds or deducts. Unit costs listed are solely for calculating costs associated with changes to work in the Contract Documents.

#### 5.5 ALTERNATES:

In accordance with item 5, provide the following Alternate prices **inclusive** of labor, fringe benefits, materials, tools, equipment, plant, supplies, samples, shop drawings, layout, handling, storage, hoisting, distribution, protection, transportation, supervision, contributions, coordination, compliance with all requirements of any applicable governmental agency, overhead and profit, **exclusive** of all onsite insurance if project insurance is a CCIP or OCIP or **inclusive** of all onsite insurance if not a CCIP or OCIP. Alternate prices are applicable for the duration of the project.

N/A

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PG&E Brisbane Warehouses Turner Project #180027 Fencing and Gates 08/29/18 Item No. 04

#### Attachment B - Scope of Work

#### 5.6 SCHEDULE:

- a. All work will be performed in accordance to Item No. 06 Project Schedule dated 8/14/18 (Run date) for Martin Site. All work to be tied to durations identified in schedule. Start date and sequencing subject to change.
- b. Refer to Item No. 06 Project Schedule for preliminary project schedule. Base bid pricing is to include all necessary schedule requirements per the project schedule including stacking of work in different sequences. Item No. 06 Project Schedule is for reference only as a guide to be used for sequencing and durations in the proposal development process. The below additional schedule requirements are mandatory to be included in the base bid and take precedence over the Project Schedule.
- c. Procurement Schedule At the time of contract award, provide lead time information for the following items: Fencing and Gates. Required to provide submittals within 1 week of contract execution.

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#### Construction Company

300 Frank H. Ogawa Plaza, Suite 510 Oakland, CA 94612

(510) 267-0787

<u>Insurance Requirements</u>

Please review these insurance requirements for the PG&E WAREHOUSES - BRISBANE projects to submit (2) certificates and endorsements that meet the following requirements PRIOR TO MOBILIZING ONSITE

Make sure you have the following:

- ☐ You meet the minimum limits for your scope of work. (refer to chart below)
- ☐ These additional insured's are named on the cert. & the endorsement:

#### TURNER CONSTRUCTION COMPANY, PACIFIC GAS AND ELECTRIC COMPANY (PG&E), ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES.

- The endorsement has CG 20 10 11 85 or equivalent wording:
  - -Covers Completed Operations or "your work" (Ongoing Ops is Unacceptable)
  - -Stating that "This policy is primary and any other insurance maintained by the additional insured's shall be excess and non-
- Remember to cross out "will endeavor" and everything after "to the left" in the cancellation box.
  - If cannot cross out, have a signed letter on letterhead stating unable to provide.
- □ In general liability-aggregate make sure the "project box" is checked.
- Include your most current worker's compensation information\* with a minimum of \$1M coverage.
- Please make sure you have \$1M Auto liability and \$1M Umbrella/Excess liability\*.
- Please make sure you have \$3M Professional liability (E&O) \*. (Design Build ONLY)
- Please make sure you have \$5M/Occurrence & \$10M aggregate Pollution Liability (Asbestos Abatement/Remediation ONLY)
- PLEASE PROVIDE VALID ENDORSEMENT (with above requirements).
- ☐ Please provide us with a renewal (up to date) insurance certificate.

Project Info:

Project Name: PG&E Warehouses - Brisbane

Project Address: 3150 Geneva Ave, Brisbane CA 94014

Project No.: 180027

\*Email the certificates and proper endorsements to mguzman@tcco.com, Jamassey@tcco.com and Bagacia@tcco.com If you should have any questions, feel free to contact Marlene Guzman, at 510-267-8105

#### \$2 MM (per occurrence & aggregate)

Landscaping Fencing

AC Paving, Curb & Gutter Rough Carpentry

Ornamental Iron

Finish Carpentry & Casework

Insulation

Doors, Frames & Hardware Overhead Doors & Grilles

Drywall & Plaster

Ceramic Tile Acoustic Ceiling Tile

Flooring

Paint

Toilet Partitions/Access

Window Coverings

Specialties and Signage Bleachers & Playground Equipment

Equipment and Furnishings

\*\*Note: For non-urban sites -\$2 Million

can be reduced to \$1 Million

#### \$3 MM (per occurrence & aggregate)

Site & Building Concrete (CIP on Metal Deck)

Masonry Stone Pavers

Exterior Wall Stone

Rebar

Structural & Miscellaneous Iron

Space Frame Sheetmetal

Waterproofing

Windows-Glazing, Storefront, Curtain Wall

Caulking Elevators Fire Protection

HVAC/Plumbing/Controls

Electrical Scaffolding

#### \$5 MM (per occurrence & aggregate)

Non-Structural Demolition

Shoring

Foundation Concrete or CIP Frame

Structural Steel (no Tower Crane)

Metal Deck

Roofing

Exterior Wall (no Tower Crane)

Precast Concrete (No Tower Crane)

Theater Rigging Grandstands

Window Washing Equipment

Mobile Cranes/Material & Man Hoists

\$10 MM (per occurrence & aggregate)

Tower Cranes

#### \$20 MM (per occurrence & aggregate)

Structural Demolition

On Subcontracts >\$5M limits equal to Contract value up to \$10M max.

1<sup>ST</sup> COI Holder: Turner Construction Company 300 Frank H. Ogawa Plaza, Suite 510. Oakland, CA 94612 2<sup>ND</sup> COI Holder: Pacific Gas and Electric Company c/o Exigis. One Market, Spear Tower. San Francisco, CA 94105

BRISBANE, CA 180027

Item No. 11

#### Attachment "D" - Insurance

To the fullest extent permitted by law, the Subcontractor hereby assumes the entire responsibility and liability for any and all physical and economic, actual or potential damage or injury of any kind or nature whatever (including death, business interruption or loss of use resulting therefrom) to all persons and entities, whether employees of any tier of the Subcontractor or otherwise, or to all property; or as a result of a perceived risk of such damage or injury (including actions taken to avoid or contain such actual or potential damage or injury, whether required or incurred by a public authority or otherwise); caused by, resulting from, arising out of or occurring in connection with the Subcontractor's Work, Subcontractor's breaches of obligations under this Agreement, or its willful or negligent acts or omissions in the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by change order or otherwise. Should any claims for such physical and economic, actual or potential damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon an Indemnified Party's alleged negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of an Indemnified Party, to the full extent permitted by law, including without limitation California Civil Code Sections 2782 and 2782.05, if applicable, the Subcontractor agrees to indemnify and save harmless the Indemnified Party from and against any and all such claims and further from and against any and all loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, that the Indemnified Party may directly or indirectly sustain, suffer or incur as a result thereof and the Subcontractor agrees to and does hereby assume, on behalf of the Indemnified Party, the immediate defense of any action at law or in equity which may be brought against the Indemnified Party upon or by reason of such claims and to pay on behalf of the Indemnified Party, upon demand, the amount of any judgment that may be entered against the Indemnified Party in any such action. Nothing contained in this Agreement requires Subcontractor to indemnify the Indemnified Party for Indemnified Party's own active negligence or willful misconduct.

To the fullest extent permitted by law, including without limitation California Civil Code Sections 2782 and 2782.05, if applicable, Subcontractor's duty to defend, save harmless and indemnify the Indemnified Parties is effective immediately upon tender of written notice by an Indemnified Party requesting that Subcontractor undertake its duty to defend and indemnify the Indemnified Parties. The Subcontractor's obligations under all of the terms and provisions of Article XXIII shall remain in force and effect.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, Subcontractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

Nothing in this Agreement shall be deemed to relieve the Subcontractor of its obligations and responsibilities under a project wrap-up insurance program. To the fullest extent allowed by law, including without limitation California Civil Code Section 2782.9, where there are claims for losses and costs covered by such wrap-up program, the Subcontractor, if enrolled, shall be required to make a contribution towards the deductibles and/or selfinsured retentions under such wrap-up insurance program.

Before commencing the Work, the Subcontractor shall procure and maintain, at his own expense, until completion and final acceptance of the Work at least the following insurance for offsite from insurance companies satisfactory to Turner:

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with laws of the State in which the Work is 1. situated.

COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE 2. AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including CONTRACTORS' PROTECTIVE LIABILITY INSURANCE if the Subcontractor sublets to another all or any portion of the Work, with the following minimum limits:

Per Occurrence and in the Aggregate: See table below for limits. Contact a representative from Turner Construction Company with any questions or if your trade is not listed.

#### \$2 MM (per occurrence & aggregate)

Landscaping

Fencing

AC Paving, Curb & Gutter

Rough Carpentry Ornamental Iron

Finish Carpentry & Casework

Insulation

Doors, Frames & Hardware

Overhead Doors & Grilles

Drywall & Plaster Ceramic Tile

Acoustic Ceiling Tile

Flooring

Paint

Toilet Partitions/Access

Window Coverings

Specialties and Signage Bleachers & Playground Equipment

**Equipment and Furnishings** 

\*\*Note: For non-urban sites -\$2 Million

can be reduced to \$1 Million

#### \$3 MM (per occurrence & aggregate)

Site Utilites

Site & Building Concrete (CIP on Metal Deck)

Masonry Stone Pavers

Exterior Wall Stone

Rebar

Structural & Miscellaneous Iron

Space Frame

Sheetmetal Waterproofing

Windows-Glazing, Storefront, Curtain Wall

Caulking

Elevators Fire Protection

HVAC/Plumbing/Controls

Electrical

Scaffolding

#### \$5 MM (per occurrence & aggregate)

Non-Structural Demolition

Shoring

Foundation Concrete or CIP Frame

Structural Steel (no Tower Crane)

Metal Deck

Roofing

Exterior Wall (no Tower Crane)

Precast Concrete (No Tower Crane)

Theater Rigging

Grandstands

Window Washing Equipment

Mobile Cranes/Material & Man Hoists

\$10 MM (per occurrence & aggregate)

Tower Cranes

#### \$20 MM (per occurrence & aggregate)

Structural Demolition

\*\*Note:

On Subcontracts >\$5M limits equal to Contract value up to \$10M max.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned and hired automobiles used in connection with 3. the Work, with the following minimum limits:

Bodily Injury (including death) \$ 1,000,000 per accident and Property Damage
ALL RISK CONTRACTOR'S EQUIPMENT INSURANCE COVERAGE shall be provided by all Subcontractors utilizing a crane or other 4. equipment in connection with the performance of the Work and insured to the full value of equipment.

Before commencing the Work, the Subcontractor shall furnish a certificate, satisfactory to Turner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration and limits of liability thereunder, and thereunder, and further providing that should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Subcontractor shall advise Contractor of the amount of any Deductible or Self-Insured Retention that exists on any policies of insurance on the face of the certificates provided. Subcontractor shall be responsible for and agrees to pay and/or reimburse Contractor for any such Deductible or Self-Insured Retention. Turner, the Owner and their directors, officers and employees shall be named as an additional insured under these policies of insurance.

The policy shall be endorsed to stipulate that the insurance afforded the additional insureds, including "excess" policies, shall apply as primary insurance and that any other insurance maintained by <u>Turner and the Owner shall be in excess only and shall not be called upon to contribute</u> with this insurance.

If the Subcontractor fails to procure and maintain such insurance, Turner shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

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Remaining Level of Effort Remaining Actual Level of Effort Critical Rem Actual Work
1 of 3

27

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UG130 Install 12"Fire Water Pipe	/ater Pipe	5 13-Sep-18	19-Sep-18		 &	•
UG300 Pour Light Pole Bases	Sases	2 14-Sep-18	17-Sep-18	Pour Light Pole Bases		
	The state of the s	1 20-Sep-18	20-Sep-18	I Install PIV	I Install PIV	
UG160 Install New Wate	Install New Water Meter & Backflow Preventer	3 21-Sep-18	24-Sep-18	Manager Meter Meter Meter Meter Meter	icer & backnow Preventer	
UGZOO SILE ENECTICAL MISPECTIONS	SPECIONS Transfer	2 21-3ep-10	24-3ep-18		Senze	
Ť	Star Pipe	1 26-Sep-18	26-Sen-18	Install 12" Fire Riser Pipe	Pipe	
	5 Fire Hydrants	5 27-Sep-18	03-0d-18	Install Fireline to F	ire Hydrants	
1	0xes		04-0ct-18	ima Install Christy Boxes	sə	
	The second secon		10-0d-18	Test Pipe		
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			21-Aug-18	a Install Handrails		
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	act Bidg Pad	3 29-Aug-18	31-Aug-18	Backfill & Compact Bidg Pad		
1	t at Bidg Pad	1 31-Aug-18	31-Aug-18	Compaction Test at Bldg Pad		
	56	4 04-Sep-18	07-Sep-18	Excavate Footings		
BP130 Form / Rebar for	Form / Rebar for SOG & Planters @ Perimeter of Building	8 17-Sep-18	26-Sep-18	Form / Rebar for SO	Form / Rebar for SOG & Planters @ Perimeter of Building	
1	Pour Concrete for SOG & Planters @ Perimeter of Building	7 27-Sep-18	05-Oct-18	Pour Concrete for	Pour Concrete for SOG & Planters @ Perimeter of Building	••••
1	90	5 08-Oct-18	12-0ct-18	☑ Cure Time for SOG	90	
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ì	5uk	5 23-Jan-19	29-Jan-19		Install Landscaping	•••
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	Mark Existing Storm Drain Inlets	1 25-Jan-19	25-Jan-19		Mark Existing Storm Drain Inlets	Inlets
Wetal Building		45 06-Nov-13	14-Jen-19	-		
MB100 Erect Metal Building Structure	ding Structure	30 06-Nov-18	19-Dec-18		Erect Metal Building Structure	
MB110 Roofing System		15 20-Dec-18	14-Jan-19		Roofing System	
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_	flort			DG&E Brichane Warehouse	siohore	
Run Date: 14-Aug-18	Actual Level of Effort Critical Rem			LOGE DISDAILE W	arellouse	
AC	Actual Work    Milestone			Milestone Schedule	edule	3

Start-Up & Testing of Building
Contractor Pre-Punch List
FOSE Prepares Owner's Punch list
Subs Address Owners Punch list Items
Life Safety Pre Test
Life Safety Test
Life Safety Test
Brinal Inspections ib Mar Apr May Dur I install Signage
Install Plywood Wall Backing.
Install Plywood Wall Backing. Substantial Completion
 Project Close-out Demobilization 21-Mar-19 21-Mar-19 10-Apr-19 29-Mar-19 04-Mar-19 18-Mar-19 10-Apr-19 12-Mar-19 15-Mar-19 25-Feb-19 27-Feb-19 08-Mar-19 05-Mar-19 07-Mar-19 01-Mar-19 7 14-Feb-19 2 26-Feb-19 5 26-Feb-19 10 05-Mar-19 29 01-Mar-19 6 01-Mar-19 1 01-Mar-19 2 04-Mar-19 2 06-Mar-19 2 11-Mar-19 1 15-Mar-19 14 22-Mar-19 4 26-Mar-19 4 18-Mar-19 Contractor Pre-Punch List PCSE Prepares Owner's Punchlist Subs Address Owners Punch list Items Life Safety Pre Test Life Safety Prest Install Low Voltage Devices / Hardware Install Signage Install Plywood Wall Backing. Install Racks Start-Up & Testing of Building Final Inspections
Substantial Completion
Project Close-out
Demobilization delivity Name Project Close Out PGEW-Soils21 - B2-99 Pull Plan - 1 Puli Plan - 2 RJF170 RJF180 RIF200 RIF190 CO100 CO110 CO130 CO140 CO150 CO160 CO170

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PG&E Brisbane Warehouse Milestone Schedule

Remaining ...
Critical Rem...

Milestone

Actual Level of Effort
Actual Level of Effort
Actual Work

Data Date: 13-Aug-18 Run Date: 14-Aug-18 12:44 DP 3 of 3

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Job #: 180027 PG&E Martin Warehouse

Brisbane, California 94014

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(10/12/17) (mitial Submittal Final

#### Initial Submittal Final (10/12/17) 10/16/2017 Revision No. Drawing Date Received Date 10/16/2017 10/12/2017 09/29/2017 09/29/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 09/29/2017 09/29/2017 09/29/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 09/29/2017 09/29/2017 7102/21/01 Н 0 CONSTRUCTION DETAILS FLOW-THROUGH PLANTER STRUCTURAL SPECIAL INSPECTION AND TESTING TYPICAL DETAILS AND LIGHT POLE FOUNDATION CONCRETE STAIR AND PIPE BOLLARD DETAILS FOUNDATION NOTES AND SCHEDULE BUILDING PAD AND DRAINAGE PLAN CODE ANALYSIS AND EXIT DIAGRAM CONSTRUCTION DETAILS WATER CONSTRUCTION DETAILS WATER NOTES & MATERIAL PROPERTIES DOOR SCHEDULE AND DETAILS SYMBOLS LIST, ABBREVIATION FLOOR PLAN AND ROOF PLAN **EXISTING CONDITIONS PLAN** SITE PLAN - PHOTOMETRICS FLOOR PLAN - ELECTRICAL CONSTRUCTION BMP PLAN **EROSION CONTROL PLAN** CONSTRUCTION DETAILS SITE PLAN - ELECTRICAL SITE PREPARATION PLAN SECTIONS AND DETAILS **BUILDING ELEVATIONS** CALGREEN CHECKLIST CALGREEN CHECKLIST **BUILDING SECTIONS** FOUNDATION PLAN AERIAL SITE PLAN FEMA FLOOD MAP COVER SHEET LAYOUT PLAN UTILITY PLAN SITE DETAILS Architectural SD-0.1 SD-1.2 E1.1P 05-2.1 CS-3.1 5-3.2 0-1-0 C-2.0 C-3.0 E-4.0 C-4.1 C-5.0 **2**-6.0 **₹**-6.1 6-7.1 2-7.2 C-7.3 **C-7.4** A-5.1 A-6.1 \$1.0 52.0 E1.1 1.17 1-8.1 \$2.1 50.3 \$0.2 CS-1

RISER DIAGRAM AND DETAILS

Initial Submittal Final (10/12/17)

10/16/2017

10/12/2017

Job #: 180027 PG&E Martin Warehouse

Brisbane, California 94014

Initial Submittal Final (10/12/17) 10/16/2017 06/29/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 10/12/2017 06/29/2017 06/29/2017 7102/52/90 06/29/2017 7102/62/90 06/29/2017 7102/50/20 7102/62/90 06/29/2017 06/29/2017 06/29/2017 06/29/2017 06/29/2017 06/29/2017 FRAME CROSS SECTION AT FRAME LINE(S) 2 FRAME CROSS SECTION AT FRAME LINE(S) 5 FRAME CROSS SECTION AT FRAME LINE(S) 7 FRAME CROSS SECTION AT FRAME LINE(S) 1 FRAME CROSS SECTION AT FRAME LINE(S) 3 FRAME CROSS SECTION AT FRAME LINE(S) 4 FRAME CROSS SECTION AT FRAME LINE(S) 6 PORTAL FRAME ELEVATION ALONG A PORTAL FRAME ELEVATION ALONG A PORTAL FRAME ELEVATION ALONG F PRIMARY AND ROOF BRACING PLAN PORTAL FRAME ELEVATION ALONG F SECONDARY ELEVATION AT A SECONDARY ELEVATION AT 7 SECONDARY ELEVATION AT 1 SECONDARY ELEVATION AT F COVERING ELEVATION AT 1 COVERING ELEVATION AT A COVERING ELEVATION AT F COVERING ELEVATION AT 7 ROOF SECONDARY SED'S PRIMARY BRACING SED'S ROOF SECONDARY SED'S WALL SECONDARY SED'S WALL SECONDARY SED'S COVERING & TRIM SED'S COVERING & TRIM SED'S COVERING & TRIM SED'S ROOF SECONDARY PLAN TITLE 24 CALCULATIONS ROOF COVERING PLAN ANCHOR ROD PLAN CODES AND LOADS **ERECTION NOTES** COVER SHEET Pre-Fab Building 5.4.5 Ä E4.2 4. E4.6 7.4 32 of 34

Page 2 of 3

Job #: 180027 PG&E Martin Warehouse 3150 Geneva Avenue Brisbane, California 94014

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DocuSign Envelope ID: 833133F6-D459-41

Drawing No.	Drawing Title	Revision No.	Drawing Date	Received Date	Set
	COVERING PERSPECTIVE	I	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
	MRD50 DRAWING	ri	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
re Protection					
` 1 OF 4	UNDERGROUND PLAN	0	05/16/2017	05/16/2017	100% Package (Original Design) (05/ 16/17)
2 OF 4	DETAILS	0	05/16/2017	05/16/2017	100% Package (Original Design) (05/ 16/17)
3 OF 4	DETAILS AND SCHEDULES	0	05/16/2017	05/16/2017	100% Package (Original Design) (05/ 16/17)
24 OF 4	PIPING DETAIL	0	05/16/2017	05/16/2017	100% Package (Original Design) (05/ 16/17)
acking					
1.1	PLAN VIEW	0 .	06/05/2017	06/05/2017	100% Package (Original Design) (05/ 16/17)
LE.1	ELEVATION VIEW	0	06/05/2017	06/05/2017	100% Package (Original Design) (05/ 16/17)
CE 1 OF 1	RACKING DETAILS	0	06/05/2017	06/05/2017	100% Package (Original Design) (05/ 16/17)

Page 3 of 3



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Job #: 180027 PG&E Martin Warehouse 3150 Geneva Avenue Brisbane, California 94014

- Procurer	00 - Procurement and Contracting Requirements				
00 01 10	Table of Contents	0	06/12/17	06/12/17	100% (Original Design)
32 93 00	Plants	0			None
- General	81 - General Requirements			A	
00 00 10	General Requirements	0	06/12/17	06/12/17	100% (Original Design)
<b>o</b> l 20 00	Project Submittals	0	06/12/17	06/12/17	100% (Original Design)
91 33 00	Submittal Procedures	0	06/12/17	71/21/90	100% (Original Design)
<del>)</del> 1 60 00	Product Requirements	0	71/2/17	06/12/17	100% (Original Design)
00 07 10	Execution Requirements	0	06/12/17	06/12/17	100% (Original Design)
र्वा 74 19	Construction Waste Management	0	06/12/17	06/12/17	100% (Original Design)
- Existing	Q2 - Existing Conditions				
<b>5</b> 2 41 19	Selective Demolition	0	71/21/17	71/11/21	12/11/17 Email from Heidi
93 - Concrete					
03 10 00	Concrete Forming and Accessories	0	06/12/17	06/12/17	100% (Original Design)
03 20 00	Concrete Reinforcing	0	06/12/17	06/12/17	100% (Original Design)
33 30 00	Cast-In-Place Concrete	0	06/12/17	06/12/17	100% (Original Design)
05 - Metals					
<b>∮</b> 5 12 00	Structural Steel Framing	0	06/12/17	06/12/17	100% (Original Design)
95 50 00	Metal Fabrications	0	71/21/90	06/12/17	100% (Original Design)
- Wood, P	06 - Wood, Plastics, and Composites				
96 16 00	Sheathing	0	06/12/17	71/21/90	100% (Original Design)
-Thermal	37 - Thermal and Moisture Protection				
97 62 00	Sheet Metal Flashing and Trim	0	06/12/17	06/12/17	100% (Original Design)
97 72 36	Automatic Smoke Vents	0	06/12/17	06/12/17	100% (Original Design)
97 90 00	Joint Sealants	0	06/12/17	06/12/17	100% (Original Design)
86 - Openings	S.				
8 11 13	Steel Doors	0	71/21/1)	06/12/17	100% (Original Design)
08 12 00	Steel Frames	0	06/12/17	06/12/17	100% (Original Design)
98 33 00	Overhead Coiling Doors	0	06/12/17	06/12/17	100% (Original Design)
08 71 00	Door Hardware	0	06/12/17	06/12/17	100% (Original Design)
08 74 00	Access Control Hardware	0	06/12/17	06/12/17	100% (Original Design)
• Finishes					
00 06 6ტ	Paints and Coatings	0	06/12/17	06/12/17	100% (Original Design)
10 - Specialties	Sə				
10.52.00			3 4 3		

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Job #: 180027 PG&E Martin Warehouse 3150 Geneva Avenue Brisbane, California 94014 12/11/17 Email from Heidi 100% (Original Design) 12/11/17 71/21/90 06/12/17 06/12/17 06/12/17 12/11/17 12/11/17 06/12/17 06/12/17 12/11/17 12/11/17 06/12/17 06/12/17 06/12/17 06/12/17 11/21/17 11/21/17 06/12/17 06/12/17 11/21/17 06/12/17 11/21/17 11/21/17 06/12/17 0 Electrical - General Requirements and Basic Materials and Methods Drilled Concrete Piers and Shafts Lighting and Lighting Controls Chain Link Fences and Gates Pre-Engineered Structures Communication Systems Concrete Paving Asphalt Paving Base Courses Earth Moving 32 - Exterior Improvements Site Clearing Dewatering 3 - Special Construction 1 - Earthwork 16 - Electrical 16 00 00 16 30 00 16 50 00 131200 31 10 00 32 13 13 31 20 00 32 11 00 32 12 16 323113 31 63 29 **B**12319

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Storm Utility Drainage Piping

Subdrainage

Water Utilities

12/11/17 Email from Heidi

12/11/17

11/17/11

06/12/17

06/12/17

12/11/17

100% (Original Design) 12/11/17 Email from Heidi